

## **SEWF 2017 Bursary Fund Terms and Conditions**

### **1. Definitions**

“Applicant” means a social enterprise or individual which, by their representatives, applies to receive the SEWF 2017 Bursary Fund Grant by submitting an online application in accordance with these Terms and Conditions.

“Application” means an application made by an Applicant to Ākina Foundation for a SEWF 2017 Bursary Fund Grant.

“Panel” has the meaning set out in clause 3.1.

“SEWF 2017” means the Social Enterprise World Forum to be held in Christchurch, New Zealand in September 2017.

“SEWF 2017 Grant” means the grant package each Successful Applicant will be awarded in accordance with clause 3.2 herein.

“Successful Applicant” means each Applicant who is awarded a SEWF 2017 Grant.

“Ākina Foundation” means registered charity Ākina Foundation (Registration No.: CC27868)

### **2. Applying for the SEWF 2017 Grant**

- 2.1 The Applicant must apply for the SEWF 2017 Grant by completing an online application form at [www.sewf2017.org/bursary-fund](http://www.sewf2017.org/bursary-fund) between 10am (NZDT) on 15 March 2017 and 11.59pm (NZDT) on 13 April 2017. Applications received outside of this time period will not be accepted. Only one Application per Applicant is permitted. As part of the Application, the Applicant must address all questions in the application form, and in particular, the following matters:
- 2.1.1 Applicant criteria:
1. Be working in a social enterprise in New Zealand, and/or
  2. Have previously worked in the social enterprise sector in New Zealand, and/or
  3. Have the potential to make a big impact in the sector in New Zealand
  4. Committed to making a contribution to SEWF 2017, and/or
  5. Desire to give back to their community through social enterprise
  6. Have a genuine need for financial assistance.
- 2.2 By applying for the SEWF 2017 Grant, the Applicant warrants that:
- 2.2.1 its Application is the Applicant’s original work and does not infringe the intellectual property rights of any third party, or contravene applicable laws;
- 2.2.2 if it is selected as a Successful Applicant:
- 2.2.2.1 it will redeem the SEWF 2017 Grant for the sole purpose of attending and participating in the SEWF 2017 in accordance with clause 3.2 herein;
- 2.2.2.2 it will attend the facilitated networking events as directed by Ākina Foundation or its Bursary Fund partners as part of the SEWF 2017 in Christchurch, New Zealand.

### **3. Selection of Successful Applicants**

- 3.1 Successful Applicants will be selected by a panel of representatives from Ākina Foundation and members of individual funders as required (“the Panel”) in its sole discretion by weighting the scores of each Applicant’s responses to the matters set out in the online application form and in clause 3.2 herein.
- 3.2 Each Successful Applicant, subject to subclause 3.5, will receive some or all:
- 3.2.1 1 x early bird ticket to SEWF 2017. By 5pm on 5 June 2017, Ākina Foundation will provide the Successful Applicant with a website link through which they can register for SEWF 2017 for free.
- 3.2.2 Up to NZ\$150 (“the funds”) towards travel costs to Christchurch, New Zealand, for a single representative from the Successful Applicant to attend the SEWF 2017 in accordance with the following:
- 3.2.2.1 If travelling via airline or bus, travel costs will be reimbursed, up to NZ\$150, directly following evidence provided of travel booking cost.
- 3.2.2.2 If travelling via vehicle, a petrol voucher will be provided. Voucher sum provided (limited to NZ\$150) will vary based on the Successful Applicant’s geographic location.
- 3.2.3 NZ\$300 of accommodation voucher for use in Christchurch, New Zealand, for the duration of SEWF 2017. Details for accommodation contribution to be provided to the Successful Applicant by Ākina Foundation by 5pm on 5 June 2017.
- 3.2.3.1 For the avoidance of all doubt, the Applicant will be solely liable and responsible to fund the total cost of accommodation to the extent that it exceeds NZ\$300.

- 3.2.3.2 The accommodation vouchers are not redeemable for cash and the Applicant acknowledges that if the cost of accommodation is less than NZ\$300, the balance of the voucher will not be refunded to the Successful Applicant.
- 3.2.4 Where the Applicant is not successful in receiving a full SEWF 2017 Grant, a partial Grant may be given of varying value; this is at the discretion of the panel.
- 3.3 Ākina Foundation reserves the right to alter the nature and or inclusions of the SEWF 2017 Grant without prior notice.
- 3.4 For the avoidance of all doubt, only 1 (one) SEWF 2017 Grant may be redeemed per Successful Applicant.
- 3.5 In the event the Bursary Fund is not exhausted through this round of applications, Ākina Foundation reserves the right to solicit a second round of applications.
- 3.6 The Panel's selection of the Successful Applicants is final and binding on every Applicant and no further correspondence will be entered into.
- 3.7 The Successful Applicants will be notified by Ākina Foundation by email by no later than 5pm on 5 June 2017, though notification may come before this date.

#### **4. Privacy**

- 4.1 All personal information, collected in relation to the Applicant as part of the Application is collected for the following purposes:
  - 4.1.1 to enable selection of the SEWF 2017 Grant Recipients;
  - 4.1.2 to facilitate the redemption of the SEWF 2017 Grant for each Successful Applicant;
  - 4.1.3 for future marketing and promotional purposes of Ākina Foundation;
  - 4.1.4 for research purposes;
  - 4.1.5 for supply to any individuals or organisations who have contributed to the funding of the SEWF 2017 Grant, or who have otherwise collaborated with Ākina Foundation in relation to SEWF 2017; and by submitting an entry, Applicants consent to the use of all information provided for the above purposes;
- 4.2 Otherwise, personal information will be collected and used in accordance with Ākina Foundation's Privacy Policy located at [www.akina.org.nz/about/privacy-policy/](http://www.akina.org.nz/about/privacy-policy/). By applying for the SEWF 2017 Grant, the Applicant acknowledges that he has read the Privacy Policy.

#### **5. Dispute Resolution**

- 5.1 Where a dispute arises between Ākina Foundation and the Applicant in relation to these Terms and Conditions, the parties must not initiate legal proceedings against each other unless the following procedure has been followed:
  - 5.1.1 the party claiming there is a dispute must send the other party a notice in writing setting out the nature of the dispute;
  - 5.1.2 the parties must take all reasonable steps to resolve the dispute by negotiation and or mediation within 30 days of receipt of the written notice.

#### **6. Limitation of Liability**

- 6.1 Ākina Foundation is not liable for any damage, loss, liability, injury or disappointment incurred or suffered by an Applicant as a result of applying for or being awarded a SEWF 2017 Grant, including any loss incurred by a Successful Applicant in attending SEWF 2017.

#### **7. Cancellation or transfer of SEWF 2017 Grant**

- 7.1 In the event the Successful Applicant requires a transfer of SEWF 2017 Grant to another party within their organisation, the following clauses will apply:
  - 7.1.1 A transfer fee of \$40 will apply for reassignment of SEWF 2017 ticket and accommodation
  - 7.1.2 If the Applicant has already purchased its travel when it requires a transfer of SEWF 2017 Grant, the Applicant will be responsible for the cost and arrangement of its travel transfer. Ākina Foundation will not be liable for any costs incurred by the travel transfer, nor will provide any other travel contribution, in the case that the travel ticket cannot be reassigned.
- 7.2 In the event the Successful Applicant is unable to attend SEWF 2017 and a transfer is not practical, the following clauses will apply:
  - 7.2.1 A fee of \$40 will apply for cancellation of SEWF ticket and accommodation.

- 7.2.2 If the Applicant has already purchased its travel when it requires a transfer of SEWF 2017 Grant, the Applicant will be responsible for the cost and arrangement of its travel cancellation. Ākina Foundation will not be liable for any costs incurred by the travel cancellation.
- 7.3 Ākina Foundation reserves the right to waive transfer fees (for SEWF 2017 ticket and accommodation) on compassionate grounds.
- 7.4 For the avoidance of all doubt, Ākina Foundation will not be liable for any cost incurred by a Successful Applicant as a result of SEWF 2017 Grant transfer or cancellation.

## **8. Indemnity**

- 8.1 The Applicant must indemnify Ākina Foundation against all liabilities, costs, expenses, damages or losses incurred by Ākina Foundation in relation to the Application, including for any third party copyright or intellectual property rights infringed by the Application.

## **9. Governing Law**

- 9.1 These terms and conditions are governed by, and are to be construed in accordance with, the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.